



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

ances were fulfilled, the lot in question was not worth anything like the rental the plaintiff finally agreed to pay, and that the plaintiff would not have made the lease if the false representations had not been made. Held, that the representations of fact were sufficiently alleged in the bill to entitle the plaintiff to a hearing.

4. Same—Laches.—In a suit by a lessee to rescind a lease on the ground that he was induced to take the lease by the false assurances and representations of the lessors and their agent concerning improvements and changes to be made in regard to property under their control, about or near the leased premises, the bill alleged that, after the making of the lease in 1899, one of the lessors brought a suit against the other, which was still pending when the present suit was begun in 1906, and involved in part the property concerning which the representations were made and the changes promised; that no effort had been made since the commencement of the first suit to carry out the representations, and that plaintiff was led to believe that the representations could not be carried out until the controversy was ended, and that during this time plaintiff rested upon the belief that the representations would be carried out, when the controversy was settled, and he would not be compelled to resort to a suit in equity to rescind the lease, but that from the long delay he had been forced to believe that the representations were false and untrue, and that he was thereby forced into the litigation to avoid the imputation of laches in the premises, and he did not bring the suit to escape the consequences of a bad bargain. Held, that it cannot be said as a matter of law that plaintiff by laches lost his right to disaffirm the lease.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 8, Cancellation of Instruments, §§ 49-54.]

LYNCHBURG HOSIERY MILLS *v.* CHESTERFIELD MFG. CO.

June 13, 1907.

[57 S. E. 606.]

Sales—Contract—Offer and Acceptance.—Plaintiff requested quotations on yarn of specified sizes, to which defendant replied, quoting, subject to acceptance by wire on the succeeding Monday, yarn of sizes requested at certain prices and discounts. Plaintiff immediately replied by wire, accepting quotations for 50,000 pounds "particulars by letter," in which plaintiff required delivery in lots of 1,200 pounds of one number, and 800 pounds of another number, per week, commencing in two or three weeks from date, delivery to continue for 10 weeks, when plaintiff agreed to furnish proportions for the balance in less than four weeks ahead of the time of delivery, or sooner, at defendant's option. Held, that plaintiff's acceptance contained terms and conditions not within defendant's offer, and that such acceptance was insufficient to constitute a contract of sale.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 43, Sales, § 42.]